

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

UNITED STATES OF AMERICA

PLAINTIFF

VS

CRIMINAL ACTION NO. 3:15cr28DCB-LRA

MARVIN R. BROWN,
CORINA LEANN CORNELL,
CRYSTYLIN DIONNE PATRICK,
LINDA KAY PARKER, and
SANDRA DENISE BROWN

DEFENDANTS

AGREED SETTLEMENT OF ONE 2006 CAVALIER
ENGLEWOOD MOBILE HOME, SERIAL NUMBER CV06AL0459232AB

The United States of America, by and through its United States Attorney for the Southern District of Mississippi (hereinafter referred to as "Government"), and 21st Mortgage Corporation (hereinafter referred to as "21st Mortgage"), by and through its attorney, Chris Caldwell, hereby stipulate and agree as follows:

WHEREAS, on or about April 21, 2015, the Government filed an indictment in this matter seeking the forfeiture of real property located at 15792 Highway 489, Union, Newton County, Mississippi. Affixed to the real property is one 2006 Cavalier Englewood Mobile Home, Serial Number CV06AL0459232AB. The indictment gives notice that the real property is subject to forfeiture pursuant to Title 18 United States Code, Sections 982(a)(1) and 981(a)(1)(c) because the real property constitutes proceeds traceable to an exchange for a controlled substance or listed chemical in violation of the Controlled Substance Act, Title 28 United States Code, Section 801, *et seq.*, and/or pursuant to Title 18 United States Code, Section 981(a)(1)(A) because the defendant property constitutes property involved in a transaction or attempted transaction in violation of Title 18 United States Code, Section 1956(a)(1)(B).

WHEREAS, the Government sent direct notice to 21st Mortgage of this forfeiture action as required by Rule G(4) for the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions as evidenced by the mailing confirmations and postal service returns attached as exhibits to the Proof of Service filed herein on July 12, 2016 (Ct. Doc. No. 143);

WHEREAS, the Government published notice of the forfeiture action on an official government internet site (www.forfeiture.gov) for at least 30 consecutive days as evidenced by the advertisement certification report attached as an exhibit to the Proof of Publication filed herein on July 12, 2016 (Ct. Doc. No. 144);

WHEREAS, no timely petition was filed by 21st Mortgage within the time allowed pursuant to Rule G(5) for the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions; therefore, any interests of 21st Mortgage in the real property located at 15792 Highway 489, Union, Newton County, Mississippi is barred by the failure of 21st Mortgage to file a timely petition;

WHEREAS, the Government and 21st Mortgage wish to avoid the necessity of litigation of this forfeiture action, and have agreed to the conditions under which further or additional litigation may be avoided, and desire to finalize this agreement as follows:

1. Without admitting any participation in the underlying specified unlawful activity or any other wrongdoings, 21st Mortgage stipulates to the fact that the real property located at 15792 Highway 489, Union, Newton County, Mississippi and the affixed 2006 Cavalier Englewood Mobile Home, Serial Number CV06AL0459232AB were subject to forfeiture pursuant to Title 18 United States Code, Sections 982(a)(1) and 981(a)(1)(c).

2. The Government agrees that upon entry of a Final Order of Forfeiture forfeiting the real property located at 15792 Highway 489, Union, Newton County, Mississippi and the

2006 Cavalier Englewood Mobile Home, Serial Number CV06AL0459232AB affixed to the real property, and upon their subsequent sale, the Government will pay 21st Mortgage the sum of \$12,395.41, from the proceeds of the sale of the real property located at 15792 Highway 489, Union, Newton County, Mississippi and the affixed 2006 Cavalier Englewood Mobile Home, Serial Number CV06AL0459232AB (after deducting all costs of the sale).

3. The payment to 21st Mortgage shall be in full settlement and satisfaction of any and all claims by 21st Mortgage to the 2006 Cavalier Englewood Mobile Home, Serial Number CV06AL0459232AB resulting from the incidents or circumstances giving rise to 21st Mortgage's settlement in this matter.

4. 21st Mortgage agrees to release and hold harmless the United States of America, the United States Department of Justice, the Drug Enforcement Administration, and their officers, agents, and employees from any and all action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity which 21st Mortgage ever had, now has, or may have in the future relating to the forfeiture of the defendant property, including any claims for lost profits or interest.

5. If any person or entity, other than 21st Mortgage, makes a claim to the defendant property and such claim necessitates any further forfeiture action regarding the defendant property, 21st Mortgage agrees to cooperate fully with the United States in any such forfeiture proceeding.

6. 21st Mortgage hereby waives any claims to attorney's fees, interests or any other relief not specifically provided for in this agreement.

7. The parties expressly agree that nothing in this agreement establishes, acknowledges, or validates any claims of ownership over the defendant property by any party at

this time. 21st Mortgage hereby represents that it knows of no other parties, other than 21st Mortgage, with an interest in the defendant property described herein.

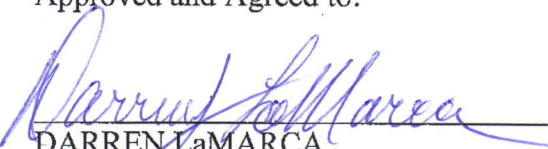
8. 21st Mortgage and the Government agree that this Agreed Settlement of one 2006 Cavalier Englewood Mobile Home, Serial Number CV06AL0459232AB constitutes a full and complete settlement of any issues in this case and agree that this Agreed Settlement shall be filed with the Court and made a part of the official record in this case. It is further agreed that this agreement may not be modified or amended except by written agreement executed by each of them.

9. If the United States Marshal determines that the appraised value of the 2006 Cavalier Englewood Mobile Home, Serial Number CV06AL0459232AB does not warrant the sale of the property, the Government may void this stipulation.

SO ORDERED AND ADJUDGED this the 25th day of July, 2016.

s/David Bramlette
UNITED STATES DISTRICT JUDGE

Approved and Agreed to:


DARREN LaMARCA
Assistant United States Attorney


CHRIS CALDWELL, Esq.
Attorney for 21st Mortgage Corporation